

Benjamin & Company Consulting, LLC

6824 SE 18th Avenue
Portland, OR 97202
(503) 232-0034
Fax (415) 358-5698
diane@benjaminco.com

October 23, 2006

Michelle Thew, Chief Executive Officer
Animal Protection Institute
P.O. Box 22505
Sacramento, CA 95822

Dear Michelle:

This letter sets forth an agreement between the ANIMAL PROTECTION INSTITUTE, a nonprofit corporation with its principal office located at 1122 S Street, Sacramento, CA 95814 ("API"), and Benjamin & Company Consulting, LLC, an Oregon limited liability company with its principal office located at 6824 SE 18th Avenue, Portland, OR 97202 ("BCC") for continuing services described below:

1. B&Co will serve as API's consultant in conceiving, planning, producing, and implementing a direct mail program to support API's mission of protecting animals from abuse and exploitation via education, advocacy, legislation, and litigation.
2. As your direct mail fundraising agency, we will devote our best efforts to further your interests and will endeavor in every way to make your fundraising efforts successful. To that end we will:
 - (a) Familiarize ourselves with the goals and programs of API.
 - (b) Provide counsel in all areas where our advice and guidance would be helpful.

- (c) Research lists for the mailing and make available to you the benefits of our continuing research in this area.
 - (d) Prepare copy and work with suppliers to ensure deadlines.
 - (e) Exercise our best efforts to locate competitive prices for printing and mailing services. We will solicit bids, negotiate the terms thereof, and make appropriate arrangements with such suppliers. B&Co shall provide instructions to all vendors and shall review supplier performance with API as appropriate.
 - (f) B&Co shall act as API's agent in the purchase of materials necessary for the direct mail.
 - (g) B&C Consulting LLC will continue to act as API's agent for list management services.
3. All B&Co contacts with API shall be directed towards a designated liaison who shall have authority to provide all API approvals and authorizations necessary.
4. API shall have control and approval over the content and volume of all mailings.
5. Responsibilities of API:
- (a) To provide B&Co with any requested background and supplemental material for copy on a timely basis.

- (b) To keep B&Co apprised of any campaigns, programs, special needs, matching grants, etc. that might be useful in developing the mailing.
 - (c) To provide donor data as requested for mailing purposes.
 - (d) To provide copy approval on a timely basis and to adhere to the schedule as closely as possible.
 - (e) To provide B&Co with data needed to analyze the results of the mailing.
6. B&Co shall verify the accuracy of all suppliers' and vendors' invoices on behalf of API. The payment of all vendors and suppliers is the sole responsibility of API.
 7. All proceeds from the mailings done on API's behalf will go directly to API or to an agent designated by API. At no time with B&Co have custody or control of any contributions to API.
 8. B&Co will forward all cost invoices from suppliers and vendors to API in a timely manner. Unless there is a previously agreed upon payment schedule, API agrees to pay all cost invoices within a reasonable period of time (30 days).
 9. API agrees to pay B&Co \$5,250 per month for services described in this agreement, beginning January 1, 2007. This written agreement shall end December 31, 2007, with

a review date set for November 1, 2007, for a renewal or continuation of services.

This will include four annual on-site visits. If additional visits are required, API will be billed \$1,000 per diem fee plus travel expenses.

10. B&Co will pay all postage and copying incidental to the necessary routine conduct of business (with the exception of Express Mail and shipping). Any additional costs, such as travel, etc., in excess of \$100 per item shall be approved by API beforehand and billed back at cost.
11. Any invoice, fees and miscellaneous expenses, shall be considered past due after 30 days, at which time B&Co may suspend services until payment is received. Any outstanding balance may be subject to a one and one-half percent (1 1/2%) monthly service charge and API will be liable for all costs associated with the collection of unpaid balances.
12. Either party may cancel this agreement with good cause with sixty(60) days written notice by certified mail.
13. All claims or disputes between API and B&Co with respect to the performance of either party's obligations under the Agreement shall be decided by binding arbitration in accordance with the rules of the American Arbitration Association unless the parties mutually agree otherwise. The decision of the arbitrator shall be final, and

judgment may be entered upon it in accordance with the applicable law in any court having jurisdiction thereof.

14. In the event of any arbitration or court proceeding with respect to this Agreement or the performance thereof, the Court or arbitrator shall award reasonable costs and expenses including reasonable attorney's fees to the prevailing party.

Recitals

A. API and BCC seek to comply with state regulation of charitable solicitations.

B. In order to do so, the parties agree to adopt the provisions contained herein as part of the underlying Agreement.

Agreement

Now, therefore, in consideration of the foregoing premises and the mutual covenants and agreements set forth below, the parties hereto covenant and agree to amend the Agreement as follows:

Section 1.

In accordance with regulations of the Commonwealth of Pennsylvania and the States of New Jersey and Mississippi and applicable only in such States, services outlined in the Agreement will commence ten (10) working days after the Agreement has been submitted to the Commonwealth of Pennsylvania, Department of State, Bureau of Charitable Organizations; to the New Jersey Office of the Attorney General, Division of Consumer Affairs, Charities Registration; and to the Mississippi's Secretary of State's Office, Charities Registration.

Section 2.

With respect to fund raising counsel services that BCC provides to API in the State of Maryland, BCC shall act as agent on behalf of API in selecting all vendors, except that API shall have the right to accept or reject any vendor in

conjunction with API's appeals made into the State of Maryland. BCC shall not provide services to API for fund raising in Maryland until ten (10) days after the Agreement has been filed and approved by the State of Maryland.

Section 3.

With respect to fund raising counsel services that BCC provides to API in the State of New York, the Agreement shall be effective as of fifteen (15) days following the filing of the Agreement with the Attorney General's Charities Bureau. Notwithstanding the above, the API may, without giving any reason, cancel the Agreement without cost, penalty, or liability for a period of fifteen (15) days following the date of filing hereof with the State of New York, if API notifies BCC in writing and indicates that it does not intend to be bound by the Agreement. API may deliver such notice by hand to BCC or deposit it in a U.S. Mail Box properly addressed with postage prepaid to: BCC, 6824 SE 18th Avenue, Portland, OR 97202. API shall mail a duplicate of such notice to the State of New York, Office of the Attorney General, Charities Bureau, The Capitol, Albany, NY 12224.

The Agreement shall commence on January 1, 2007 and shall terminate on December 31, 2007 within the State of New York.

Section 4.

With respect to the States of Alabama, Arkansas, Florida, Indiana, and Utah, the API shall not begin to solicit, nor shall BCC begin to provide fund raising counsel services to API for its solicitations in such states, until the appropriate regulatory authority of each such State has certified that the Agreement meets the statutory requirements at least fifteen (15) days prior to the performance of any services.

Section 5.

In accordance with the State of California and applicable only in the State of California, services outlined in the Agreement shall commence ten (10) working days after the Agreement has been submitted to the State of California, Department of State, Bureau of Charitable Organizations. Cancellation is effective within ten (10) days following the date of execution and upon thirty(30) days notice after that without cause. API may cancel this Agreement at any time without cause.

Section 6.

With respect to the State of Kentucky, the API shall not begin to solicit, nor shall BCC begin to provide fund raising

counsel services to API for its solicitations in Kentucky until the Attorney General has certified that the Agreement meets the statutory requirements at least fourteen (14) days respectfully prior to the performance of any services.

Section 7.

With respect to the State of North Carolina, the API shall not begin to solicit, nor shall BCC begin to provide fund raising counsel services to API for its solicitations in North Carolina until the Secretary of State has certified that the Agreement meets the statutory requirements at least five (54) days prior to the performance of any services.

In Witness Whereof, we have executed this Agreement on behalf of API and BCC as of the Effective Date first entered above.

Benjamin & Company Consulting, LLC

By: *Diane Benjamin* 10/23/06
Diane Benjamin
President

STATE OF OREGON)

) ss.:

COUNTY OF)

The foregoing instrument was acknowledged before me, the undersigned Notary Public, in and for said State on this 23rd day of October, 2006, by Diane Benjamin, as President of Benjamin & Company Consulting, LLC a Oregon limited liability company, for the purposes therein expressed as the act and deed of said company. They are personally known to me. In witness whereof I hereunto set my hand and official seal.

Joel H. Fields
Notary Public

Joel H. Fields
Notary's Name

My Commission Expires: May 6, 2008

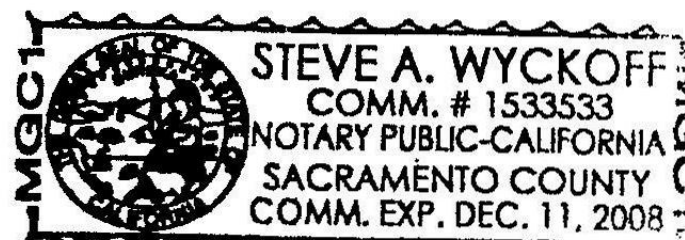


Animal Protection InstituteBy: Michele ThawPrinted name: Michele ThawTitle: CEOBy: Susan LockPrinted name: SUSAN LOCKTitle: Secretary

STATE OF CALIFORNIA)
) ss.:
COUNTY OF)

The foregoing instrument was acknowledged before me, the undersigned Notary Public, in and for said State, on the 13th day of November, 2006 for the purposes therein expressed as the act and deed of said corporation. They are personally known to me. In witness whereof I hereunto set my hand and official seal.

Steve Wyckoff
Notary Public
Steve Wyckoff
Notary's Name

My Commission Expires: Dec 11, 2008



**ANIMAL
PROTECTION
INSTITUTE**

API Headquarters

Mailing Address:
P.O. Box 22505
Sacramento, CA
95822

Street Address:
1122 S Street
Sacramento, CA
95814

916.447-3085
1.800.348.7387
Fax 916.447-3070
info@api4animals.org
www.api4animals.org

December 1, 2006

To Whom It May Concern:

Enclosed, please find a copy of the contract between the Animal Protection Institute and fundraising consultant Benjamin & Company Consulting LLC for the period January 1, 2007 – December 31, 2007.

Please add this contract to the Animal Protection Institute's state registration file if necessary for fundraising in your state.

Should you have any questions or a need for additional information, do not hesitate to contact me at 916-447-3085 x202 or via email at tracy@api4animals.org.

Thank you,

Tracy R. Lesperance
Director of Development

RECEIVED
MAR 07 2007
OFFICE OF STATE

**API
PRIMATE
SANCTUARY**

Dilley, TX
www.api4primates.org

